

3) *Neither party to this Contract shall be liable in any respect for the failure or delay in the fulfillment or performance of this Contract, if such failure or delay in performance is the direct or indirect proximate result of a national emergency, inadequate supplies, fuel, or chicks, loss of fuel or power supply (through no fault of either party hereto) fire, flood, windstorm, or act of God, strikes, lockouts, or other labor disturbances, not directly involving the parties to this Contract, one against the other, or any other cause of like kind beyond the reasonable control of either party.*

VI. TERM OF CONTRACT

1) *This Contract shall commence on the date it is executed by the parties thereto and shall continue in full force and effect until terminated by either party as provided herein or until a new Contract may be entered into by and between the parties.*

2) *Either party to this Contract may terminate this Contract at any time, for any reason or for no reason at all by giving the other party ten (10) days written notice of that party's intent to terminate.*

VII. COMPLETE AGREEMENT AND EXCLUSION OF REPRESENTATION AND WARRANTIES

1) *Neither this Contract, nor any part thereof, may be assigned by Grower, and the death of Grower, if an individual, may be regarded by ConAgra as an immediate termination of this Agreement.*

2) *This Contract contains the full, complete, and entire understanding and agreement of the parties hereto. All negotiations,*

**Producer's
Initials**
